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Peter Melchior

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7590

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KENYON & KENYON LLP  
ONE BROADWAY  
NEW YORK, NY 10004

EXAMINER

LIVERSEDGE, JENNIFER L

ART UNIT

PAPER NUMBER

3692

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 09/981,637	<b>Applicant(s)</b> MELCHIOR ET AL.	
	<b>Examiner</b> JENNIFER LIVERSEDGE	<b>Art Unit</b> 3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 06 March 2008.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 5,8,12-16,20-22,26 and 29 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 5,8,12-16,20-22,26 and 29 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____                                      |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>12/13/2007, 2/7/2008</u> .                                    | 6) <input type="checkbox"/> Other: _____                          |

## **DETAILED ACTION**

### ***Response to Amendment***

This Office Action is responsive to Applicant's amendment and request for continued examination of Application 09/981,637 filed on March 6, 2008.

The amendment contains original claims: 8, 13-16 and 20-22.

The amendment contains amended claims: 5, 12, 26 and 29.

Claims 1-4, 6-7, 9-11, 17-19, 23-25, 27-28 and 30-31 have been canceled.

### ***Information Disclosure Statement***

The information disclosure statement filed February 7, 2008 fails to comply with 37 CFR 1.98(a)(2), which requires a legible copy of each cited foreign patent document; each non-patent literature publication or that portion which caused it to be listed; and all other information or that portion which caused it to be listed. It has been placed in the application file, but the information referred to therein has not been considered where indicated.

Reference item 24 refers to a foreign patent document which was not submitted (it is believed another foreign patent document was inadvertently submitted in its place).

Further, reference item 21 to a US patent was not considered as it is related to a hydraulic pump which is not relevant to the present application.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 5, 8, 12-16, 20-22, 26 and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,717,989 to Tozzoli et al. (further referred to as Tozzoli), in view of "Examining cash-flow forecasts" by Packeer Mohamad (further referred to as Mohamad), and further in view of US Patent 7,047,219 B1 to Martin et al. (further referred to as Martin).

Regarding claim 5, Tozzoli discloses a computerized system for facilitating transactions in goods or services (column 1, lines 5-6), the system comprising:

Means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Means for evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21), wherein the means for evaluating the buyer's cumulative credit exposure anticipated to exist over the period of time comprises means for determining, for a first invoice upon which a first payment is required to be paid by the buyer, a time when the first payment is required to be paid by, according to one or more terms of at least one of the first invoice and a first purchase order agreement associated with the first invoice (column 5, lines 35-43; column 6, lines 37-45; column 9, lines 26-30; column 10, lines 1-6 and lines 42-55; column 16, line 58 – column 17, line 2);

Means for electronically communicating the buyer's anticipated cumulative credit exposure to the seller and to the buyer (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 36-55; column 12, lines 38-40; column 14, lines 52-57);

Means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61); and

Means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30; column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2); and

Means to present, on a computer of the seller and a computer of the buyer, a graphical display indicating the buyer's anticipated cumulative credit exposure as a function of time (column 10, lines 37-55).

Tozzoli does not disclose adjusting the buyer's anticipated cumulative credit exposure by an amount equal to the first payment by assuming the buyer will make the first payment by at least the time when the first payment is required to be paid by. However, Mohamad discloses examining anticipated credit exposures by assuming

buyers will make payments at least by the time the payment is due (pages 2-4). It would be obvious to one of ordinary skill in the art at the time of the invention to modify the review and analysis of cumulative credit exposure as disclosed by Tozzoli with the review and analysis of credit exposure assuming a buyer makes a payment by a due date as disclosed by Mohamad. The motivation would be that for planning purposes, a company examines outstanding account receivables and by assuming payments are made by their due dates, an evaluation of the overall financial situation can be evaluated.

Tozzoli focuses on the evaluation of credit risk, where current, pending, and proposed transactions are tracked for purposes of making decisions as to whether additional proposed transactions should be authorized or not, based on pre-established parameters such as thresholds and limits (column 5, line 46 – column 6, line 7; column 10, lines 1-67). A risk evaluation function is used to compare proposed purchase orders against criteria to view outstanding activity (column 6, lines 32-44; column 10, lines 1-6). A cumulative credit exposure is then displayed as a function of time for users of the system to view cumulative account activity (column 10, lines 42-55). Tozzoli does not disclose adjusting a buyer's cumulative credit exposure based on an assumption of receiving a payment due by a due date. However, it would be obvious to one of ordinary skill in the art to consider payments received by a due date as part of a review and analysis of a buyer's cumulative credit exposure. Companies and individuals are aware of their account receivable balances from invoices, and examine cash flow, etc. based on the assumption that buyers will submit payments by or before the established

due dates as disclosed by Mohamad. This is a basic business function of cash flow analysis and account management.

Neither Tozzoli nor Mohamad specifically disclose the means for determining whether the first payment is paid prior to the time when the first payment is required to be paid by and adjusting the buyer's anticipated cumulative credit exposure by an amount equal to the first payment when the first payment is paid prior to the time when the first payment is required to be paid. However, Martin discloses the means for determining whether the first payment is paid prior to the time when the first payment is required to be paid by and adjusting the buyer's anticipated cumulative credit exposure by an amount equal to the first payment when the first payment is paid prior to the time when the first payment is required to be paid (column 3, lines 16-36; column 4, lines 2-20 and lines 44-49; column 5, lines 19-26 and lines 36-41; column 6, lines 40-47). It would be obvious to one of ordinary skill in the art at the time of the invention to modify the trade system with risk evaluation based on cumulative credit exposure as disclosed by Tozzoli to adapt the adjusting of an anticipated cumulative credit exposure when a payment is paid prior to when it is due as disclosed by Martin. The motivation would be that as a payment is received, the cumulative credit exposure is decreased and the party would be eligible for additional credit. Similar arguments as presented above regarding cash flow and basic management techniques apply in this case as well.

Tozzoli discloses the system comprising means for providing, in a first transaction between a first seller and a first buyer, if a first buyer's cumulative credit exposure is less than a first predefined maximum cumulative credit exposure for the first



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buyer, providing an opportunity for the first seller to obtain buyer credit assurance to insure against risk of loss to the first seller resulting from failure of the first buyer to make a required payment in connection with the first transaction (column 5, line 35 – column 6, line 7). Neither Tozzoli, Mohamad nor Martin specifically disclose the buyer credit assurance being available up to the predefined maximum cumulative credit exposure. However, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available to the maximum credit exposure. An amount of credit guarantee less than the maximum credit exposure would leave the seller in a continued position of risk, as the credit assurance would not cover the full potential loss; and a credit guarantee greater than the maximum credit exposure would be unnecessary as credit assurance for financial quantities to which an entity does not hold any claims would be unnecessary. Therefore, it would be obvious to make available credit assurance up to the predefined maximum cumulative credit exposure.

Neither Tozzoli nor Mohamad disclose means for electronically indicating to the first buyer and the first seller a future time at which the first transaction would be assurable and would be fully assurable through the system based on the buyer's anticipated cumulative credit exposure and adjusting a graphical display based on adjustments to the buyer's cumulative credit exposure. However, Mohamad discloses the use of cash flow analysis to understand when projected cash flows are expected for payment of invoices based on various assumptions (pages 1-4) and Martin discloses means for electronically indicating to the first buyer and the first seller a future time at which the first transaction would be assurable and would be fully assurable through the

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system based on the buyer's anticipated cumulative credit exposure (column 5, lines 36-41; column 7, line 59 – column 8, line 2; column 8, lines 54-61) and adjusting a graphical display based on adjustments to the buyer's cumulative credit exposure (column 3, lines 16-36; column 4, lines 44-49; column 6, lines 17-47; column 7, line 59 – column 8, line 2; column 8, lines 54-61). It would be obvious to one of ordinary skill in the art at the time of the invention to modify the trade system with risk evaluation based on cumulative credit exposure as disclosed by Tozzoli to adapt the indicating of when a transaction would be assurable based on anticipated cumulative credit exposure and displaying this information to potential transaction parties as disclosed by Martin. The motivation would be that as discussed in reference to Tozzoli, Mohamad and Martin, the monitoring of cash flow analysis and following invoice due dates in order to understand cumulative credit risk exposure are old and well known techniques of basic management in order to properly manage, monitor and control accounts receivable and payable in making business decisions.

Regarding claim 26, Tozzoli discloses a computerized method for facilitating transactions in goods or services (column 1, lines 5-6), the method comprising:

Allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

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Evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21), wherein the means for evaluating the buyer's cumulative credit exposure anticipated to exist over the period of time comprises means for determining, for a first invoice upon which a first payment is required to be paid by the buyer, a time when the first payment is required to be paid by, according to one or more terms of at least one of the first invoice and a first purchase order agreement associated with the first invoice (column 5, lines 35-43; column 6, lines 37-45; column 9, lines 26-30; column 10, lines 1-6 and lines 42-55; column 16, line 58 – column 17, line 2);

Electronically communicating the buyer's anticipated cumulative credit exposure to the seller and to the buyer (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 36-55; column 12, lines 38-40; column 14, lines 52-57);

Receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61);

Receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30; column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2); and

Presenting, on a computer of the seller and a computer of the buyer, a graphical display indicating the buyer's anticipated cumulative credit exposure as a function of time (column 10, lines 37-55).

The remaining limitations which are not taught by Tozzoli have been detailed in the above rejection of claim 5 and the same art and rational apply in the rejection of claim 26.

Regarding claim 29, Tozzoli discloses a computer usable medium storing program code which, when executed on a computerized device, causes the computerized device to execute a computerized method for facilitating transactions in goods or services (column 1, lines 5-6; column 4, line 50 – column 5, line 10), the method comprising:

Allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over the period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21), wherein the means for evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time comprises means for determining, for a first invoice upon which a first payment is required to be paid by the buyer, a time when the first payment is required to be paid by, according to one or more terms of at least one of the first invoice and a first purchase order agreement associated with the first invoice (column 5, lines 35-43; column 6, lines 37-45; column 9, lines 26-30; column 10, lines 1-6 and lines 42-55; column 16, line 58 – column 17, line 2);

Receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61);

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Receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30; column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2); and

Presenting, on a computer of the seller and a computer of the buyer, a graphical display indicating the buyer's anticipated cumulative credit exposure as a function of time (column 10, lines 37-55).

The remaining limitations which are not taught by Tozzoli have been detailed in the above rejection of claim 5 and the same art and rational apply in the rejection of claim 29.

Regarding claim 8, Tozzoli discloses the system wherein the means for electronically evaluating the buyer's cumulative credit exposure comprises means for determining, based upon the buyer transaction activity information, and for any invoice stored by the system and upon which a first amount of payment is required to be paid by the buyer, whether at least a portion of the first amount of payment has been paid by the buyer (column 6, lines 38-44; column 10, lines 1-6 and 42-55; column 16, lines 49-57; column 17, lines 1-2).

Regarding claim 12, Tozzoli discloses the system wherein the predefined maximum cumulative credit exposure is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31).

Regarding claim 13, neither Tozzoli nor Mohamad specifically disclose the system wherein the buyer credit assurance is available only up to a predefined maximum transactional assurance limit, the predefined maximum transactional assurance limit being an assurance limit for any transaction entered into by the first buyer. However, Tozzoli discloses credit limits as being set based on various parameters including transactions, nature of goods, exposure by party, transaction size, etc. (column 5, line 57 – column 6, line 7). It would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available to the maximum credit exposure, the maximum credit exposure being that of a transaction entered into by a buyer. An amount of credit guarantee less than the maximum credit exposure of a transaction would leave the seller in a continued position of risk, as the credit assurance would not cover the full potential loss; and a credit guarantee greater than the maximum credit exposure of a transaction would be unnecessary as credit assurance for financial quantities to which an entity does not hold any claims would be unnecessary. Therefore, it would be obvious to make available credit assurance up to

the predefined maximum cumulative credit exposure where the maximum credit exposure is that of a transaction entered into by a buyer.

Regarding claim 14, neither Tozzoli nor Mohamad specifically disclose the system wherein the predefined maximum transactional assurance limit is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system. However, Tozzoli discloses limits established based on credit qualifications (column 5, line 35 – column 6, line 7; column 6, lines 23-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31). Regarding assurance limits, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available based on credit risk, where a greater credit risk would warrant greater credit assurance, and where lower credit risk would warrant lesser amounts of credit assurance. The basic concepts of credit assurance and risk dictate this relationship.

Regarding claim 15, neither Tozzoli nor Mohamad specifically disclose the system wherein the buyer credit assurance is only available up to a predefined maximum relationship credit exposure limit, the predefined maximum relationship credit exposure limit being a limit on a cumulative amount of credit exposure of the first buyer to the first seller, for all transactions between the first buyer and the first seller, as indicated by information stored electronically by the system. However, Tozzoli discloses limits established based on credit exposure and limits based on quantities



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ands values of transactions between parties (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31).

Regarding assurance limits, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available based on the quantities and values of the transaction, as based on establishing values for the amount of exposure to be accumulated between parties as disclosed by Tozzoli.

Regarding claim 16, Tozzoli discloses the system wherein the predefined maximum relationship credit exposure is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31).

Regarding claim 20, Tozzoli discloses the system comprising means for the system evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in connection with the purchase order agreement (column 5, line 35 – column 6, line 7; column 6, lines 37-45; column 7, lines 6-9).

Regarding claim 21, Tozzoli discloses the system wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system

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to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement (column 5, line 35 – column 6, line 7; column 7, lines 42-46; column 9, lines 22-30; column 10, lines 1-6; column 14, lines 52-57; column 16, lines 58-61).

Regarding claim 22, Tozzoli discloses the system wherein the means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically evaluating whether the seller has complied with at least a portion of the seller's obligations as defined by the purchase order agreement, and wherein means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 5, lines 35-43; column 7, lines 38-46; column 9, lines 22-30; column 14, lines 52-57; column 16, lines 58-61).

### ***Response to Arguments***

Applicant's arguments with respect to claims 5, 8, 12-16, 20-22, 26 and 29 have been considered but are moot in view of the new ground(s) of rejection.

Each of the limitations which have been argued as missing, as newly submitted in the present amendment, are disclosed by Martin. Martin discloses the evaluation of

credit exposure and assurability monitoring in a forward-looking manner. The reports as supplied by Martin provide both information to buyers and sellers about a future time when a transaction would be assured based on a buyer's anticipated cumulative credit exposure and any adjustments to the exposure over time. Further, the information is displayed on a graphical display wherein data can be provided as a function of time. Each of these elements have been detailed in the office action as set forth above.

In the above stated rejections, the combination of Tozzoli, Mohamad and Martin has been explained and it is reiterated that the limitations as claimed represent steps and processes as are known in the field of credit and cash flow analysis and management. For example, for planning purposes, companies and individuals are aware of and examine their outstanding account receivables and invoices and cash flows, and by assuming payments are made by or before their due dates, an evaluation of the overall financial situation can be evaluated. Using this data to look ahead and understand when a transaction would become fully assurable is a basic analysis of account receivables. Understanding when a payment will be made in order to free up additional capacity is old and well known, be it for insurance or credit, etc. Even on an individual basis, consumers know when in the future a credit card payment, for example, is due, what the credit exposure is today, when a payment is due by, and can determine based on whether or not a payment is made before a due date whether additional credit exposure will be available. This forward-looking cash flow analysis is old and well known and provides a means for planning cash flows as well as used and available credit exposure.

Additionally, with regards to the combination, the Courts have stated that "[w]hen a work is available in one field of endeavor, design incentives and other market forces can prompt variations of it, either in the same field or a different one. If a person of ordinary skill can implement a predictable variation, §103 likely bars its patentability. For the same reason, if a technique has been used to improve one device, and a person of ordinary skill in the art would recognize that it would improve similar devices in the same way, using the technique is obvious unless its actual application is beyond his or her skill." *KSR Int'l Co. v. Teleflex, Inc.* 127 S. Ct. 1727, 1740, 92 USPQ2d 1385, 1396 (2007). In the instant case, the cited prior art references were available in the field at the time of the purported invention. The Applicant merely implemented a predictable variation of these existing methods in establishing his/her own invention. Such predictability is based upon the fact that each incorporated method performs the same function.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not

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mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday - Friday, 8:30 AM - 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached at 571-272-6702. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

Art Unit 3692

/Kambiz Abdi/  
Supervisory Patent Examiner, Art Unit 3692